

11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 and Section 11.12 below, Verizon shall offer to AT&T nondiscriminatory access to Network Elements and Combinations as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement and Applicable Law (including, without limitation, as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, released November 5, 1999, and in FCC Rule 51.315(b), as each may be in effect from time to time); but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements and Combinations on an unbundled basis is required by Applicable Law. Such access to Network Elements and Combinations shall include all of the Network Element's features, functions and capabilities in a manner that allows AT&T to provide any Telecommunications Service that can be offered by means of the Network Element consistent with Applicable Law.

11.1 Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, Verizon shall provide AT&T access to the following:

11.1.1 Loops and House and Riser, as set forth in Section 11.2;

11.1.2 The Network Interface Device, as set forth in Section 11.3;

11.1.3 Switching Capability, as set forth in Section 11.4;

11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5;

11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 11.5A and Section 17;

11.1.6 Operations Support Systems, as set forth in Section 11.6 and Schedule 11;

11.1.7 Other Network Elements in accordance with Section 11.8 below.

11.2 Loops

Subject to the conditions set forth in Section 11.7, Verizon shall allow AT&T to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:

11.2.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565, as revised from

time to time. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.

11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.

11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as request for a Digital Designed Loop pursuant to Section 11.2.12.

11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met.

11.2.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.

11.2.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications.

11.2.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps

ISDN transport systems. The actual data rate achieved depends upon the performance of AT&T-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the AT&T-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.9 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575, as revised from time to time.

11.2.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to AT&T in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the Effective Date.

11.2.11 "DS-3 Loop" will support the transmission of isochronous serial bipolar data at a transmission rate of 44.736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels. A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems. DS-3 specifications are referenced in Verizon's TR 72575, as revised from time to time. Verizon shall provide AT&T with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

11.2.12 "Digital Designed Loops" are comprised of designed loops that meet specific AT&T requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at AT&T's option;

- B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at AT&T's option;
- C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;
- D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;
- E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at AT&T's option;
- F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
- G) a 2W SDSL Loop with bridged tap(s) removed, at AT&T's option;
- H) a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at AT&T's option.

Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.

11.2.12.1 Verizon shall make Digital Designed Loops available to AT&T at the rates as set forth in Exhibit A.

11.2.12.2 The following ordering procedures shall apply to the Digital Designed Loops:

A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

VERIZON PROPOSES TO KEEP UNDERLINED LANGUAGE; AT&T PROPOSES TO DELETE THE UNDERLINED LANGUAGE.

B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.

VERIZON PROPOSES TO USE THE UNDERLINED WORD ("MUST"); AT&T PROPOSES TO USE THE BRACKETED WORD ("MAY").

C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T must [may] request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification.

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E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g., where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.12 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.12.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&T, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

A. Three (3) business days will be required following receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by AT&T. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.

C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

11.2.12.4 If AT&T requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If AT&T cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, AT&T shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If AT&T cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, AT&T shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

11.2.13 Intentionally omitted.

11.2.14 Sub-Loop

To the extent required by Applicable Law, Verizon shall provide access to the unbundled Sub-Loop Network Element.

11.2.14.1 The unbundled Sub-Loop network element, as set forth in FCC Rule 51.319(a)(2), is any portion of the loop that is technically feasible to access at terminals in Verizon's outside plant, including inside wire as defined in FCC Rule 51.319(a)(2)(i). An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within ("Accessible Terminal Point").

11.2.14.2 Such Accessible Terminal Points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal (if the FDI is located in such remote terminal), and the feeder/distribution interface. The Accessible Terminal Point at a remote terminal may be the remote terminal equipment enclosure which includes controlled environment vaults, huts, cabinets and remote terminals in leased space in buildings not owned by Verizon.

11.2.14.3 Intra-Premises Wiring for Multi-Tenant Environments (MTEs) or Commercial Properties (a.k.a. Subloop Inside Wire) is defined as all facilities owned or controlled by Verizon on private property from the point where the facility crosses the property line to the point of demarcation as defined in 47 C.F.R. Sec. 68.3.

11.2.14.4 Intentionally omitted.

11.2.14.5 Intentionally omitted.

11.2.14.6 Intentionally omitted.

11.2.14.7 Intentionally omitted.

11.2.14.8 Multi-Tenant Environments (MTEs).

11.2.14.8.1 Subloop Element Configurations may include:

11.2.14.8.1.1 Loop Distribution Subloops may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.

11.2.14.8.1.2 Intra-Premises Wiring Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Intra-Premises Wiring Subloop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the intra premises wiring Subloop shall be at and include a cross connection device(s) at any technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to intra premises wiring serving the customer.

11.2.14.8.1.3 Intra-Premise wiring may be further divided into vertical and horizontal components, which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Intra-Premises Wiring shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Intra-Premises Wiring.

11.2.14.8.1.4 Requirements related to charges that AT&T remits to Verizon for Intra-Premises Wiring are described in 11.2.14.8.2.7 below.

11.2.14.8.2 Requirements

11.2.14.8.2.1 AT&T, at its option, may connect to Verizon owned or controlled Intra-Premises Wiring at any existing accessible terminal regardless of whether a Single Point of Interconnection ("SPOI") also exists or is subsequently established at that premises.

11.2.14.8.2.2 AT&T may access Intra-premises Wiring owned or controlled by Verizon by installing a terminal device upon which AT&T's loop plant terminates and then cross-connecting to the intra-premises wiring.

11.2.14.8.2.3 Verizon shall not otherwise limit where AT&T's terminal block may be placed at an MTE except for reasonable

reservation of space for growth or to permit safe working conditions. If a limitation exists, Verizon shall provide an acceptable alternative and any additional costs (cabling, conduit, power) shall be shared between the Parties.

11.2.14.8.2.4 Connectivity between AT&T's terminal block and the Verizon terminal block where intra-premises wiring terminates will be performed in accordance with generally accepted practices, such as using conduit between physically separate enclosures and splicing of pairs to extend wiring between terminal block locations.

11.2.14.8.2.5 If requested by Verizon, where Verizon owns or controls the intra-premises wiring, AT&T shall clearly mark, in a mutually agreed upon manner, intra-premises wiring utilized. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring.

11.2.14.8.2.6 Regardless of the ownership or control status of the intra-premises wiring, Verizon will not in any way limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner and does not involve modification to the loop plant terminations of Verizon.

11.2.14.8.2.7 When AT&T uses only the Intra-Premises Wiring Subloop(s) such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the sub loop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Intra-Premises Wiring Subloop is used and information sufficient to determine the average number of the Intra-Premises Wiring Subloops (i.e., pairs) used at that address during the period covered by the report.

11.2.14.8.2.8 Where control of the Intra-Premises Wiring may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is a Subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use.

11.2.14.8.2.8.1 AT&T will notify Verizon ten (10) days before beginning construction in any MTE where the building owner(s) indicates to AT&T that either the wiring is not owned or controlled by the building owner

or the building owner is unsure as to wiring ownership or control. Where no carrier other than Verizon is providing service at the particular MTE, Verizon will respond within ten (10) days, with a determination of whether or not Verizon owns or controls the intra-premises wiring. In all other cases, Verizon will respond by the close of the next business day. AT&T may begin use of intra-premises wiring any time after the expiration of the notice period.

11.2.14.8.2.8.2 Where Verizon claims ownership or control of the wiring and Verizon requires that AT&T provide specific facility use information, Verizon shall permanently stencil each terminal block, each cable and each pair termination in a manner that permits AT&T to report such information. Such marking shall be established at no cost to AT&T and the information to be reported shall be consistent from premises to premises. The lack of such labeling shall not prevent AT&T's use of the intra-premises wiring, provided only that the notification specified in 11.2.14.8.2.8.1 is satisfied.

11.2.14.8.2.8.3 Verizon and AT&T shall, in a mutually agreeable manner, mark the intra-premises wiring employed at MTEs where both Parties provide retail service. Except where Verizon or AT&T is seeking to provide service and a determination is first made that (1) no dial tone is present on the intra-premises wiring or, (2) if dial tone exists, the telephone number associated with the intra-premises wiring is the telephone number the retail Customer seeks to disconnect or port, neither Party shall modify wiring marked as "in use" by the other Party.

11.2.14.8.2.8.4 Should Verizon not meet its obligation to provide stenciling as provided in 11.2.14.8.2.8.2, and AT&T must subsequently collect such information, Verizon shall reimburse AT&T for the direct cost of time and materials expended in establishing updated records for the MTE. Any intra-premises wiring employed by AT&T, pursuant to the provisions of 11.2.14.8.2.8 but for which Verizon did not meet its obligations as set forth in 11.2.14.8.2.8.2, shall not be subject to retroactive billing.

11.2.14.8.2.8.5 To the extent that Verizon makes automated assignment of its loop plant to intra-premises wiring, Verizon shall block automated assignment to any intra-premises wiring for which AT&T provides utilization information as permitted by Verizon's compliance with 11.2.14.8.2.8.2.

11.2.14.8.2.9 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control.

11.2.14.8.2.10 Verizon shall not in any way limit AT&T access to any intra-premises wiring that is in working order and available to serve the end user's premises. Intra-premises wiring that is currently employed to deliver

service that a customer is transferring service to AT&T shall be considered "available."

11.2.14.8.2.11 Where Verizon provides intra-premises wiring as an unbundled network element, Verizon shall provide repair and maintenance support that is at parity to maintenance and repair support it provides for other customers in an MTE that are served by Verizon's own retail operations, an affiliate of Verizon or any non-affiliate company employing Verizon intra-premises wiring.

11.2.14.8.2.11.1 Verizon shall immediately refer any trouble reports from an AT&T Customer in an MTE as directed by AT&T. Verizon shall not work directly with the retail Customer to resolve the trouble without authorization from AT&T nor shall Verizon personnel use the contact to attempt to sell any Verizon services or otherwise collect information that may have value for marketing purposes.

11.2.14.8.2.11.2 Verizon shall rectify troubles referred by AT&T where AT&T believes that the trouble has its source in intra-premises wiring unbundled network element(s). If requested by AT&T, Verizon shall coordinate a premises dispatch with AT&T. Verizon shall not apply charges for maintaining or repairing trouble referral for intra-premises wiring unless (1) AT&T has failed to perform loop back test that showed the facility trouble was on the customer side of the loop back device at the MTE and (2) Verizon demonstrates that the trouble exists within the outside plant provided by AT&T.

11.2.14.8.2.11.3 If Verizon fails to resolve a trouble referral to the satisfaction of AT&T, where Verizon is providing the intra-premises wiring as an unbundled network element, AT&T shall have the option to use another spare pair of intra-premises wiring that connects to the premises or it may run its own wiring using the on-premise pathways Verizon utilizes at the premises for the same purposes. When exercising such an option, AT&T shall wait a minimum of six (6) hours following referral of the trouble to Verizon. If a spare pair is utilized, AT&T will convey the revised assignment information to Verizon to the extent made possible by Verizon compliance with 11.2.14.8.2.8.2 and appropriately tag the pair as used by AT&T and remove the AT&T designation from the defective pair as provided in 11.2.14.8.2.8.3. Verizon may not apply any charges to AT&T for any wiring that AT&T deploys in an MTE pursuant to this paragraph.

11.2.14.8.3 Single Point of Interconnection [FCC

RULE 51.319(a)(2)(E)]

11.2.14.8.3.1 The Single Point of Interconnection (SPOI) is a cross-connect device that provides non-discriminatory access for cross connections to all intra-premises Subloop elements and to all units in an MTE. The SPOI shall be capable of terminating multiple carriers' outside plant that serve a particular premises.

11.2.14.8.3.2 Verizon must, at AT&T's request, cooperate in any reconfiguration of the intra-premises wiring necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T's employees and agents shall have direct access to the intra-premises wiring terminated in the SPOI without the necessity of coordinating such efforts with Verizon's employees or agents. This obligation is in addition to Verizon's obligation to provide nondiscriminatory access to Subloops at any technically feasible point.

11.2.14.8.3.3 Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of a SPOI not more than sixty (60) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through intra-premises wiring terminating at the SPOI.

11.2.14.8.3.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.

11.2.14.8.3.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process set forth in Section 28.11 (Dispute Resolution) of this Agreement.

11.2.14.8.3.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.

11.2.14.8.3.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made.

11.2.14.8.4 Demarcation Point

11.2.14.8.4.1 Demarcation Point is the point where the control, but not necessarily the ownership, of intra-premises wiring changes from the carrier to the building owner or service subscriber.

11.2.14.8.4.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MDU to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.

11.2.14.8.4.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.

11.2.14.8.4.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner connecting to the wiring as previously provided. If AT&T chooses not to use the new demarcation point, and ownership of the intra-premise wiring changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall cease billing for the associated intra-premise wiring unbundled network element(s) and immediately make the appropriate billing adjustments retroactive to the date a newly established demarcation point is active.

11.2.14.8.4.4.1 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon to perform such work on its behalf.

11.2.14.8.4.5 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring Subloops, including operations support and charges for such support.

11.2.14.8.5 Access to Verizon Records

11.2.14.8.5.1 The parties agree to work together to define the information and records that AT&T reasonably needs and to incorporate the procedures developed in New York to provide AT&T with access to the records.

11.2.15 Dark Fiber.

11.2.15.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to AT&T access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.15 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two or more Verizon central offices or (b) a Verizon central office and an AT&T central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. Verizon shall not be required to perform splicing to provide fiber continuity between two locations. When AT&T submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones

in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&T with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

11.2.15.2 AT&T may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and AT&T may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. AT&T may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon AT&T's request, Verizon will connect a Dark Fiber Loop to an AT&T collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of an AT&T collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon AT&T's request, Verizon will connect a Dark Fiber IOF between two or more Verizon central offices to AT&T collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and an AT&T central office to an AT&T collocation arrangement in the Verizon central office and to the fiber distribution frame in the AT&T central office. Verizon shall connect a Dark Fiber IOF to the POT bay of an AT&T collocation arrangement and to the fiber distribution frame in an AT&T central office by installing appropriate cross connections. Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

11.2.15.3 Verizon shall provide access to Dark Fiber Loops and/or Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities. However Verizon shall include forecasted AT&T requirements in the design and expansion of its network and capacity to accommodate reasonable AT&T requests. Verizon may use Dark Fiber Loops and/or Dark Fiber IOF to satisfy Customer orders for fiber related services, provided, however, that Verizon shall reserve Dark Fiber Loops and/or Dark Fiber IOF for AT&T for a period of 90 days after confirmation of a request for such facilities to satisfy customer orders by AT&T.

11.2.15.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, AT&T shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those

locations (such a request, a "Dark Fiber Inquiry Request"). If such spare facilities are available, Verizon shall notify AT&T and provide AT&T with an estimate of the mileage of those facilities. Within ten (10) business days of receipt of Verizon's response, AT&T will specify which facilities Verizon should reserve for AT&T's use. Upon receipt of such reservation, Verizon shall reserve such requested facilities for AT&T's use and may not allow any other party to use such facilities, including Verizon, for a period of ninety (90) days. Should AT&T submit an order to Verizon after the ninety (90) day reserve period for access to spare facilities that Verizon has previously notified AT&T are available, AT&T assumes all risk that those facilities will no longer be available. If AT&T does not request an extension of the reservation before expiration, then Verizon may release the facility for other uses.

11.2.15.5 Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to AT&T the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to AT&T subject to the confidentiality provisions of this Agreement and the agreement of AT&T, in writing, to use them for preliminary design purposes only. AT&T acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to AT&T subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and an AT&T central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If AT&T submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, AT&T assumes all risk that the pair will not be compatible with AT&T's equipment, including, but not limited to, order cancellation charges.

11.2.15.6 AT&T shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of AT&T; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting AT&T's collocation arrangements with any proper cross connects that AT&T needs to access a Dark Fiber Loop or a Dark Fiber IOF.

11.2.15.7 AT&T acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and

maintain such sheath after AT&T has obtained access to such dark fiber, and AT&T assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF; provided, however, to the extent a Verizon Dark Fiber Loop or Dark Fiber IOF contains any lightwave repeaters (e.g., regenerator or optical amplifiers) installed on such Dark Fiber Loop or Dark Fiber IOF, Verizon shall not remove the same. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

11.2.15.8 Verizon shall provide AT&T with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA.

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.

11.2.15.9 Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After AT&T has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at AT&T's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

- (i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.
- (ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of AT&T for such dark fiber.

11.2.15.10 Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of AT&T and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by AT&T over such dark fiber, any equipment of AT&T or anything other than the physical integrity of such dark fiber. AT&T shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. AT&T acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. AT&T accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then AT&T shall pay

Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon.

11.2.15.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

11.2.16 Verizon will provide access to House and Riser facilities in accordance with Applicable Law and the terms and conditions hereof, including, but not limited to, Section 11.2.14.

11.2.17 Line Sharing. To the extent required by Applicable Law, Verizon shall provide Line Sharing to AT&T for AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth in Schedule 11.2.17.

11.2.18 Line Splitting. To the extent required by Applicable Law, Verizon shall provide AT&T with an xDSL compatible Loop to facilitate Line Splitting, on the terms and conditions set forth in Schedule 11.2.17 and in accordance with Applicable Law.

11.3 Network Interface Device

11.3.1 Subject to the conditions set forth in Section 11.7 and at AT&T's request, Verizon shall permit AT&T to connect an AT&T Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 11.3, or at any other technically feasible point, if any, as required by Applicable Law and, in such case, pursuant to Section 11.8 and Exhibit B. AT&T may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining AT&T NID deployed by AT&T or, if an entrance module is available in the Verizon NID, by connecting an AT&T Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. Verizon shall not be responsible for resolving any conflicts between AT&T and third party service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall AT&T access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

11.3.3 In no case shall AT&T access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire continues to be used in the provision of Telecommunications Service by Verizon to that Customer.

11.3.4 In no case shall AT&T remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

11.3.5 In no case shall AT&T remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

11.3.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

11.3.7 When AT&T is connecting an AT&T-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, AT&T does not need to submit a request to Verizon and Verizon shall not charge AT&T for access to the Verizon NID. In such instances, AT&T shall comply with the provisions of Sections 11.3.2 through 11.3.6 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 11.3.7.1 of this Agreement.

11.3.7.1 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), AT&T may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (i.e., AT&T or AT&T's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the Verizon NID and connect that wire to AT&T's NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, AT&T may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(c) AT&T may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., AT&T, its agent, the building owner or the Customer). If AT&T accesses the Customer's Inside Wire as described in this Section

11.3.7.1(c), time and materials charges will be billed to the requesting party (i.e. AT&T, its agent, the building owner or the Customer).

11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, Verizon shall make available to AT&T the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law at the rates set forth in Exhibit A.

11.4.1 Local Switching

11.4.1.1 The unbundled local Switching Element includes line side and trunk side facilities (*e.g.*, line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus all the features, functions, and capabilities of the switch. Without limiting the foregoing, it consists of the following:

- (a) line-side Port which includes connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance;
- (b) line and line group features which includes all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers;
- (c) usage which includes the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks; and
- (d) trunk features which include the connection between the trunk termination and a trunk card.

11.4.1.2 Verizon shall offer, as an optional chargeable feature, daily usage tapes, in accordance with the charges set forth in Exhibit A.

11.4.1.3 AT&T may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order, as such charges are set forth in Exhibit A. AT&T may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. In calculating the applicable prices developed pursuant to the Network Element Bona Fide Request process set forth in Exhibit B, Verizon shall not include in such prices any amount for Right To Use (RTU) fees in those instances where such RTU fees have already been included as a cost element in the rate approved by the Commission for such unbundled Local Switching element. In the case of any dispute with respect to the Network Element Bona Fide Request process under this Section 11.4.1.3, the Parties shall resolve such dispute pursuant to the terms set forth in Section 28.11 hereof.

11.4.1.4 Prior to submitting any order for unbundled Local Switching (as an unbundled network element or in combination with other unbundled network elements), AT&T shall complete the Network Design Request ("NDR") process. Pursuant to the NDR process, Verizon shall provide standardized routing (standardized blocking and office dialing plans) of AT&T Customer traffic in conjunction with the provision of unbundled Local Switching. In addition to standardized routing, AT&T may select, as part of the NDR process, to route OS/DA traffic to an alternate OS/DA platform at the rates stated in Exhibit A. If AT&T desires other customized routing options, AT&T may submit a Bona Fide Request as provided in Exhibit B. AT&T may also request unbranding/re-branding of OS/DA calls. The rates for unbranding/re-branding stated in Exhibit A shall apply.

11.4.1.5 Exception to Verizon's Obligation to Provide Unbundled Local Switching

11.4.1.5.1 Notwithstanding any other provision in section 11.4.1 above, Verizon shall not be required to provide unbundled Local Switching to AT&T when AT&T serves end-users with four (4) or more voice grade (DS0) equivalents or lines ("Exempt End User(s)"), provided that Verizon complies with the requirements of 47 C.F.R. §51.319(c)(2), as may be amended from time to time. For the avoidance of any doubt, the threshold of four (4) such voice grade (DS0) equivalents or lines encompasses, in addition to four two-wire loops, other facilities that provide an AT&T end user with at least 256 kbps of transmission capacity (i.e., four DS0 equivalents, at 64 kbps each). The capacity in the high frequency portion of a local loop that is split off and dedicated to an ISP should not be counted in determining whether the four-line threshold is met. Verizon may only exercise the exception permitted under this Section 11.4.1.5 with respect to the fourth and subsequent unbundled voice grade (DS0) equivalents or lines that AT&T uses in conjunction with Local Switching to provide retail local voice service at a single physical customer location. In accordance with the requirements of 47 C.F.R. §51.319(c)(2), as may be amended from time to time, the offices for which Verizon may invoke the Local Switching exception are set forth in Exhibit C.

11.4.1.5.2 In the event Verizon elects, in conjunction with its efforts to seek in-region long distance relief in Virginia, to provide unbundled Local Switching to AT&T when AT&T serves Exempt End Users in any of those areas it is not required to do so pursuant to 47 C.F.R. §319(c)(2), Verizon agrees to provide unbundled Local Switching at rates mutually agreed-to by the Parties, which agreed-to rates shall supercede, upon thirty (30) days notice, those rates associated with unbundled Local Switching set forth in Exhibit A. If the Parties are unable to agree on such rates within thirty (30) calendar days after the beginning of negotiations for same, either Party may seek appropriate relief from the Commission.

11.4.1.5.3 AT&T shall not knowingly order unbundled Local Switching for an Exempt End User. In the event that AT&T submits an order for Verizon to provision unbundled Local Switching (either alone or in combination with other unbundled Network Elements) to such Exempt End User and either Party

discovers that Verizon has so provided service, Verizon may charge AT&T a rate to be negotiated for use of the unbundled Local Switching functionality for the affected Exempt End User, or in the alternative to charge AT&T the applicable Resold Services rates in lieu of the rates for use of all Network Elements and associated services used to provide the affected service to the AT&T Customer. AT&T shall promptly notify Verizon of any orders submitted by AT&T to provision unbundled Local Switching to an Exempt End User.

11.4.1.5.4 Nothing in this Section 11.4.1.5 shall be construed to limit in any manner Verizon's obligation to provide unbundled Shared Transport.

11.4.1.5.5 Nothing herein shall preclude AT&T from using its own or third party facilities or Verizon Resold Services to provide services, in any quantity, to a Customer.

11.4.1.5.6 Nothing herein shall be deemed to relieve Verizon of its obligation to provide unbundled Local Switching unbundled from transport, local loop transmission, or other services pursuant to Section 271(c)(2)(B)(vi) of the Act.

11.4.2 Tandem Switching

11.4.2.1 The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11.4.3 Packet Switching

11.4.3.1 The Packet Switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

- (i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- (ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- (iii) the ability to extract data units from the data channels on the loops, and
- (iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

11.4.3.2 To the extent required by Applicable Law (including without limitation FCC Rule 51.319 (c)(5) as amended from time to time) and subject to the conditions set forth in Section 11.7, Verizon shall provide access to unbundled Packet Switching capability only where each of the following conditions are satisfied:

(i) Verizon has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section, (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting xDSL services AT&T seeks to offer;

(iii) Verizon has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has AT&T obtained a virtual collocation arrangement at these subloop interconnection points; and

(iv) Verizon has deployed packet switching capability for its own use.

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at AT&T's request, Verizon shall provide AT&T with interoffice transmission facilities unbundled from other Network Elements as provided below, at the rates set forth in Exhibit A as amended from time to time and in accordance with Section 20.

11.5.1 Shared Transport

11.5.1.1 Verizon shall provide Shared Transport in accordance with but only to the extent required by Applicable Law (including, without limitation, as set forth in FCC Rule 51.319(d)); provided, however, that Verizon shall offer unbundled Shared Transport only to the extent that AT&T also purchases unbundled local switching capability from Verizon in accordance with Section 11.4 of this Agreement.

11.5.2 Dedicated Transport

11.5.2.1 To the extent required by Applicable Law, Verizon shall provide Dedicated Transport as defined in FCC Rule 51.319(d)(1)(i) and as required in FCC Rule 51.319(d)(2). To the extent required by Applicable Law, Verizon shall provide access to Digital Cross-Connect System (DCS) functionality as an option of Dedicated Transport.

11.5.2.2 Upon written request by AT&T, the Parties will negotiate terms and conditions, including but not limited to additional rates, for the diverse routing of Dedicated Transport facilities.

11.5A Call Related Databases and AIN

11.5A.1 Verizon shall provide access to call related databases to the extent required by Applicable Law, including but not limited to, FCC Rule 51.319(e). Verizon shall provide such access in accordance with Section 17 of this Agreement. Call related databases include, but are not limited to: Line Information Database, Calling Name Database, Toll Free Number Database, and Advanced Intelligent Network Databases.

11.5A.2 Intentionally omitted.

11.5A.3 Intentionally omitted.

11.5A.4 Line Information Data Base (LIDB)

11.5A.4.1 Verizon shall permit AT&T access to the validation data in the Verizon LIDB database for use in AT&T's provision of local exchange services. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that Verizon store its calling card, toll billing exception and payphone number validation data in the Verizon LIDB database pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

11.5A.4.2 Upon reasonable request by AT&T, Verizon shall provide AT&T with a list of the end user data which AT&T is required to provide in order to support toll billing exception and calling card validation.

11.5A.5 Calling Name Database

11.5A.5.1 Verizon shall permit AT&T to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to AT&T's local exchange customers. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that Verizon provide CNAM database storage and validation services pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

11.5A.6 Toll Free Number Database

11.5A.6.1 Verizon shall provide access to Verizon's toll free number database to allow AT&T to transmit a query to determine the carrier selection and other routing instructions (e.g., POTS translation, time of day, day of week, originating call number).

11.5A.7 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

11.5A.7.1 Verizon shall provide access to any and all non-proprietary Verizon service applications resident in Verizon's SCP. Such access may be

from AT&T's switch or Verizon's unbundled Local Switching element. SCE/SMS AIN access shall provide AT&T the ability to create service applications in the Verizon SCE and deploy those applications via the Verizon SMS to the Verizon SCP consistent with the way Verizon creates and deploys such applications. Verizon shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. The Verizon SCE/SMS shall allow for multi-user access by AT&T personnel. AIN service applications and process flow design developed in the SCE by an AT&T service designer/creator to provide AIN based services will be provided to AT&T. Verizon shall provide management and other logical security functions. When AT&T selects SCE/SMS AIN access, Verizon shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data) and shall allow AT&T to transfer data forms and/or tables to the Verizon SCP via the ILEC SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Verizon provides that capability to itself.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below and Schedule 11 of this Agreement, Verizon shall provide AT&T with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by AT&T through such electronic interfaces unless otherwise agreed to by the Parties.

11.6.1 Operator Service and Directory Assistance Service

11.6.1.1 To the extent required by Applicable Law and pursuant to FCC Rule 51.319(f), Verizon shall provide nondiscriminatory access to Operator Services and Directory Assistance on an unbundled basis to AT&T for the provision of a Telecommunications Service only where Verizon does not provide, upon request by AT&T, customized routing or a compatible signaling protocol of OS/DA. Operator Services ("OS") are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Directory Assistance ("DA") is a service that allows subscribers to retrieve telephone numbers of other subscribers.

11.7 Limitations on Unbundled Access

11.7.1 Notwithstanding any other provision of this Agreement:

(a) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis or a Combination to AT&T, the terms, conditions and prices for such Network Element or Combination (including, but not limited to, the terms and conditions defining the Network Element or Combination and stating when and where the Network Element or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon (a "Verizon UNE Tariff") or, in the absence of such a Tariff, as mutually agreed to by the Parties pursuant to Section 27.4 hereof.

11.7.2 Without limiting Verizon's rights pursuant to Applicable Law or this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to AT&T. If Verizon terminates its provision of a Network Element or a Combination to AT&T pursuant to this Section 11.7.2 and AT&T elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with AT&T to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of AT&T; and, (b) AT&T shall pay all applicable charges for such services.

11.7.3 Nothing contained in this Agreement shall be deemed to constitute an admission by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to AT&T on an unbundled basis. Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority related to, concerning or that may affect a Party's rights or obligations under this Agreement or under Applicable Law.

11.7.4 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

11.7.5 Except as otherwise expressly stated in this Agreement, AT&T shall access (via its own facilities or facilities it obtains from a third party) Verizon's unbundled Network Elements and Combinations specifically identified in this Agreement via Collocation in accordance with Section 13 at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to AT&T's Collocation node by means of a Cross Connection.

11.7.6 Verizon shall provide AT&T access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if AT&T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of

the integrated digitized Loop(s). AT&T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.

11.7.7 If as the result of AT&T Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the AT&T Customer premises, AT&T will be assessed the applicable non-recurring charge associated with this visit, as specified in Exhibit A.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 Verizon shall, upon request of AT&T and to the extent required by Applicable Law, provide to AT&T access to its Network Elements on an unbundled basis for the provision of AT&T's Telecommunications Service. Any request by AT&T for access to a Verizon Network Element not provided pursuant to this Agreement or pursuant to another interconnection agreement in accordance with the terms and conditions of Section 28.13 hereof shall be treated as a Network Element Bona Fide Request.

11.8.2 A Network Element obtained by AT&T from Verizon under this Section 11.8 may be used in combination with the facilities of AT&T only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, Verizon shall not be required to provide a proprietary Network Element to AT&T under this Section 11.8 except as required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to AT&T.

11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.

11.9.2 AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly

scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.

11.9.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived; and

(ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog

2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.*, overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair, and Verizon shall respond to such trouble ticket in a manner consistent with Section 9 (including communicating with AT&T as appropriate).

11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.

11.10 Maintenance of Unbundled Network Elements

If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then AT&T shall pay Verizon a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. AT&T accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. Verizon agrees to respond to AT&T trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

11.10.1 Verizon shall provide AT&T access to the mechanized loop test ("MLT"), where such capability is available, for maintenance and repair of the UNE-Platform. Where access to MLT is not available for UNE-Platform, Verizon shall perform such testing at AT&T's request, and supply the test results to AT&T.

11.11 Rates

Verizon shall charge, and AT&T shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20.1.2 below. Notwithstanding anything else set forth in this Agreement and subject to the conditions set forth in Section 11.7:

11.11.1 Intentionally omitted.

11.11.2 To the extent Verizon is required by Applicable Law to provide Packet Switching capability to AT&T, Verizon shall provide access to Packet Switching capability subject to charges based on rates and/or rate structures that are consistent with Applicable Law ("Packet Switching Rates"). AT&T acknowledges that the Packet Switching Rates are not set forth in Exhibit A as of the Effective Date. At such time that Verizon is required to provide access to Packet Switching capability, Verizon shall develop Packet Switching Rates and shall notify AT&T in writing of such Rates in accordance with, and subject to, the notices provision of this Agreement and thereafter shall bill AT&T, and AT&T shall pay to Verizon, for Packet Switching capability provided under this Agreement in accordance with such Rates. Any notice provided by Verizon to AT&T pursuant to this Section 11.11.2 shall be deemed to be a part of Exhibit A immediately upon receipt of such notice by AT&T and thereafter.

11.12 Combinations

Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide combinations of unbundled Network Elements ("Combinations") including those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to AT&T, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations shall include, but will not be limited to, the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 27 and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.

11.12.1 UNE Platform ("UNE-P") is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with AT&T's access of UNE-P as defined herein.

11.12.1.1 Subject to the conditions set forth in Section 11.7 and this Section 11.12, AT&T may order, and Verizon shall make available, the following two (2) classes of UNE-P combinations, neither of which is subject to the conditions set forth in Exhibit B (Network Element Bona Fide Request Process):

- (i) **Migration** – The transfer of existing retail business or residence service of a Verizon Customer to the already

- (ii) combined UNEs that comprise the underlying retail service.
New – The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched exchange access service.

11.12.2 Enhanced Extended Link (“EEL”) consists of a combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing if required.

11.12.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require AT&T to collocate. The Extended Dedicated Trunk Port is dedicated to the use of AT&T in its provisioning of local exchange and associated exchange access service.

11.12.4 Subject to Sections 11.11.1 and 11.11.2, charges, if any, for the conversion of an existing service to Network Elements (including Combinations) and/or the establishment of new UNE-P Combinations shall be as specified in Exhibit A.

11.13 Replacement of Services with Unbundled Network Elements

11.13.1 To the extent required by Applicable Law, Verizon shall permit AT&T to convert eligible special access services to EELs in accordance with applicable state and federal requirements for such conversions.

11.13.2 When an existing special access service employed by AT&T is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.

11.13.3 AT&T may request the conversion of any existing service to Network Elements (including Combinations) by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit Local Service Requests or separate requests for each service to be converted. Verizon shall facilitate all conversions requested by AT&T without disruption of service.

11.13.3.1 Verizon shall permit AT&T to employ the operational procedures that Verizon makes available to any other requesting carrier where such procedures can reasonably be employed for the bulk conversion of a retail or wholesale service to a UNE combination sought by AT&T. To the extent that AT&T seeks use of an existing process, Verizon agrees not to require that AT&T adopt any other

surrounding contractual language or limitations except those essential to assure proper operation of the particular bulk conversion process that AT&T seeks to use. Once adopted, this conversion process shall be subject to the change management procedures in effect. The charges for use of such conversion process, or processes shall reflect only the direct and efficient costs of making the conversion. To the extent a bulk conversion process sought by AT&T does not currently exist, Verizon and AT&T will jointly define the new or revised process to efficiently address the needs of AT&T on an expedited basis. Notwithstanding the above described attempt to mutually define such process(es), upon thirty (30) days notice, either Party may submit questions relating to the obligation to provide and/or operationalize the requested bulk conversion process issue(s) for dispute resolution in accordance with, and as provided in, this contract.

11.13.4 Verizon agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services:

11.13.4.1 Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of notice from AT&T, and recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply as of such date. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply effective upon the earlier of (i) the date on which Verizon completes the requested work or (ii) the standard interval for completing such work, regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.

11.14 Cooperative Testing

11.14.1 Pursuant to methods and procedures developed as part of the DSL Provisioning Process in New York, at AT&T's request, AT&T and Verizon shall perform cooperative testing of DSL-capable Loops.

12.0 RESALE - SECTIONS 251(C)(4) AND 251(B)(1)

12.1 Availability of Retail Services/Wholesale Rates for Resale

12.1.1 As and to the extent required by Applicable Law, Verizon will make available to AT&T, in accordance with Section 251(b) (1) of the Act, for resale, Verizon's Telecommunications Services (As Defined in the Act) (collectively, "Resold Services") subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and this Section 12. The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make